APPENDIX A

SERVICES TO BE PROVIDED BY THE SERVICE CONTRACTOR

To be attached to and made a part of the agreement by and between

IT CORPORATION
AND
GENERAL AMERICAN LIFE INSURANCE

The services to be performed by the Service Contractor are as set forth in the following pages.

BASIC CLAIMS ADJUDICATION SERVICES

These Basic Services provide for the processing of all claims incurred and received during the contract period. The services to be performed by the Service Contractor are:

1. Preparation of Claim Checks and Explanation of Benefit forms on a universal check form on the bank chosen by the client;
2. Monthly reports of claim payments, including date claim was incurred, date paid, type of claim, amount of charges and amount of payment identified by each covered member;
3. Evaluate evidence of good health of late enrollees;
4. Maintenance of individual benefit records for determination of plan benefits and satisfaction of deductibles;
5. Follow up for additional medical or service information from provider;

6. Coordinate benefit payments with other employee plans;
7. Maintenance of records for determination of overutilization or plan abuse by users and providers;
8. Preparation of annual statistical claim reports for valuation of "Incurred but not Received";
9. Preparation of annual report of benefit payments;
10. Preparation of IRS Reports (1099) Medical Provider Fees;
11. Claim checks and EOB will be returned to Client for distribution; and
12. Claim control practices.

DIRECT CLAIMS AND VERIFICATION

The Direct Claims Services include:

Employee I.D. cards ready for client to transcribe the necessary information;

Verification of employee eligibility as to coverage and benefits. Client is required to supply information concerning changes in employee coverage; and

Claim transmittal envelope for employee to use when filing claims direct with General American Life.

[APPENDIX B EXCLUDED]

APPENDIX C

CLAIMS PROCESSING AND PAYMENT

To be attached to and made a part of the agreement by and between

IT CORPORATION
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The Service Contractor shall accept for processing and payment or denial, all claims presented under the Plan. The examination, investigation, review, calculation, approval and disapproval of all such claims by the Service Contractor shall be in accordance with the Service Contractor's claim cost control standards, audit procedures, and claim practices, as agreed to by the Client.

The Service Contractor shall investigate the validity of each claim and each recurring benefit payment and shall compute the benefits payable, if any, on each such claim.

The Service Contractor shall pay all claims which it has determined to be payable under the Agreement, except the following:

a. All contested or doubtful claims or benefit amounts shall be referred to the Client for its determination of liability and instruction to the Service Contractor. Claims with respect to which there is legal action against the proceeds, such as suit, attachment, or restraining order; on such claims the Service Contractor will consult with the Counsel of the Client and shall proceed to pay or deny the claim or turn the file

over to the Client for further processing, as set forth in written advice from the Client's Counsel.

b. The Service Contractor will take appropriate action, such as denial, holding in pending file, or turning over to the Client if the claim becomes involved in legal action or proceedings; such instances would include but not be limited to where the claimant or his representative has filed a claim or an appeal under any law applicable to benefit entitlement, including but not limited to workmen's compensation, unemployment compensation, disability or cash sickness law of any state.

It is understood that the duties of the Service Contractor under this Agreement shall not involve insurance department proceedings, tax proceedings, proceedings before quasijudicial boards, medical proceedings, the furnishing of legal advice, or participation in any function or activity prohibited to the Service Contractor; provided, however, the Service Contractor will provide to the Client its files and any other records of action that it has taken with respect to any claim.

Subject to and except as otherwise provided in any set of rules of administrative procedure agreed to in writing by the Client and the Service Contractor with respect to the administration of benefits pursuant to this Agreement, each individual administrative act, decision and interpretation by the Service Contractor (including any errors, clerical or otherwise) shall be binding upon the Client with respect to past performance or completed action.

If after any payment has been made hereunder (i) to or on behalf of an ineligible individual, or (ii) it is determined that more or less than the current amount has been paid by the Service Contractor, the Service Contractor will attempt to recover the payment made to an ineligible person, or the overpayment, or will adjust the underpayment, but the Service Contractor will not be required to initiate court proceedings for any such recovery. If the Service Contractor is unsuccessful, the Service Contractor shall so notify the Client in order that the Client may take such action as may be available to it.

Accounting for Claim Payment

During the continuance of the Service Contractor's claims processing and payment of benefits pursuant to this Agreement, the Service Contractor shall render an accounting monthly and yearly unless otherwise agreed upon by the Service Contractor and the Client in writing. Such accounting details may be set forth in a separate written statement, but shall include the following:

a. Monthly Accounting

Within 30 days following the end of a Plan month, the Service Contractor will furnish to the Client a list of claims paid, showing the coverage(s) under which the claim was paid and the amount paid on each claim, the number of claims paid, the totals paid under each coverage, and the grand total of payment for the month.

b. Annual Account

Within sixty (60) days following the end of a plan year or other yearly period specified by

the Client, the Service Contractor shall furnish a summary of all claim transactions during such year, the number and amount of claims by coverage and totals.

c. "Plan month" shall begin with the first calendar day of each month.

"Plan year" — the first Plan year shall begin on December 1, 1987 and end on December 31, 1988. The second Plan year shall begin on January 1, 1989 and successive Plan years shall begin with the anniversary of such date.